1. **Acceptance Providing Provisions and Cancellation.** This writing constitutes the complete and exclusive statement of the terms and conditions of sale of the products and/or services described herein, and Seller’s obligation to sell is expressly conditioned upon assent to these terms and conditions. Buyer will be deemed to have assented to these terms and conditions unless Seller receives written notice of any objection within five (5) days of the date Buyer receives this writing. No additional or different specifications will be binding upon Seller unless specifically agreed to in writing; failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not constitute an acceptance of such additional or different specifications. These terms and conditions may not be modified or altered by Buyer except upon terms and conditions acceptable to Seller, as evidenced by Seller’s written consent. In the event of such an approved cancellation by Buyer, Seller shall be entitled to payment for all finished and in-process goods, as well as any costs incurred in the preparation of Buyer’s order to the date of cancellation.

2. **Delivery, Claims and Delays.** Delivery of products to a carrier at Seller’s plant or other loading point shall constitute delivery to Buyer; and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by Buyer. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein, and to sell and deliver products separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of their obligation to accept remaining deliveries. Further, use of the products by Buyer shall constitute a waiver of any claim for delay. Claims for shortages or other errors in delivery must be made in writing to Seller within ten (10) days after receipt of shipment and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss or damage to products in transit should be made to the carrier and not to Seller. Seller shall not be liable for any damage as a result of any delay due to any factor or event beyond Seller’s reasonable control, including, without limitation, an act of God, act of Buyer, terrorism, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, a war, riot, delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities. All such factors and/or events shall extend the delivery date for a period equivalent to the time lost by reason of such factors and/or events, plus thirty (30) days.

3. **Changes.** Seller may at any time make such changes in design and construction of products as shall constitute an improvement in the judgment of Seller. Seller may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers.

4. **Payment.** Unless otherwise expressly stated on the face hereof, all prices are subject to change without notice, all prices are in United States dollars, and the price of products on order but unshipped will be adjusted to the price in effect at the time of shipment. Products sold f.o.b. Seller’s plant, freight collect, unless otherwise stated.

5. **Interest.** Buyer agrees and understands that this agreement with Seller shall be governed by and construed in accordance with the laws of the State of Wisconsin or the United States of America located in the State of Wisconsin and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

6. **Taxes and Other Charges.** Buyer hereby grants to Seller a security interest in the products and the proceeds thereof, to secure payment of all sums to become due Seller hereunder, and

7. **Patents.** Buyer agrees and understands that the products, shall be in any form or manner as to infringe or to contribute to the direct or contributory infringement of any United States or foreign patents, or any trademark, trade name, or service mark. Buyer shall indemnify Seller against any and all losses, damages and expenses (including attorney’s fees and other costs of defending any action) that it may sustain or incur as a result of any claim of negligence, breach of implied warranty, strict liability in tort, or similar claims by Buyer, its successors and assigns and its customers whether direct or indirect, in connection with the use of the products furnished herewith, including, without limitation, such as may be caused by the negligence of Seller.

8. **Non-Liability for Damaged Apparatus.** Seller will not be responsible or liable for any damage resulting from improper storage or handling prior to placing the products in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent.

9. **Patents.** Seller will, at its own expense, defend any suits against any and all claims that may be instituted by anyone against Buyer for alleged infringement of any United States patent relating to any apparatus, parts thereof, or materials, or manufacturing facilities. All such factors and/or events shall extend the delivery date for a period equivalent to the time lost by reason of such factors and/or events, plus thirty (30) days.

10. **Consequential Damages; Indemnity.** **SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER.** Buyer shall indemnify Seller against any and all damages, and expenses (including attorney’s fees and other costs of defending any action) that it may sustain or incur as a result of any claim of negligence, breach of implied warranty, strict liability in tort, or similar claims by Buyer, its successors and assigns and its customers whether direct or indirect, in connection with the use of the products furnished herewith, including, without limitation, such as may be caused by the negligence of Seller.

11. **Shipping Weights.** **LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, OR OTHERWISE, and in no event shall Seller be liable for claims (based upon breach of express or implied warranty, negligence, product liability, or otherwise) for any other damages, whether direct, immediate, incidental, foreseeable, consequential, or special.**

12. **Non-Liability for Damaged Apparatus.** Seller will not be responsible or liable for any damage resulting from improper storage or handling prior to placing the products in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent.

13. **Patents.** Buyer agrees and understands that this agreement with Seller shall be governed by and construed in accordance with the laws of the State of Wisconsin or the United States of America located in the State of Wisconsin and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.